

Carol Anderson Inc.
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PURCHASE ORDER
 No. 19119
 GROUP SPOT
 DIVISION

TERMS AND CONDITIONS
 OF THE ABOVE PURCHASE ORDER
 The articles, materials or services specified a (hereinafter referred to as the "goods") are ordered the express terms and conditions printed, written, or stamped hereon, which together constitute the contract between us as the Buyer and you as the Seller.

COMMENTS:

maria
 (613) 811-1450

SHIP TO:

DATE: 07 31 06

TERMS:

SHIP VIA:

WHEN SHIP:

TIME IS OF THE ESSENCE

NO PAYMENT WILL BE MADE UNLESS (1) THE P.O. NUMBER AND GROUP APPEAR ON EACH INVOICE AND PACKING SLIP, (2) THE PACKING SLIPS MUST ACCOMPANY EACH SHIPMENT, AND (3) A COPY OF YOUR PACKING SLIP AND PROOF OF DELIVERY ACCOMPANY EACH INVOICE IF THE "SHIP TO" ADDRESS ABOVE IS DIFFERENT THAN THE ADDRESS ABOVE IS THERE WILL BE A \$150 DEDUCTION TAKEN AGAINST EACH INVOICE SUBMITTED WHICH DOES NOT CONFORM WITH THESE REQUIREMENTS.

STYLE	PATTERN NO.	FABRIC CONTENT, WEIGHT & CARE INSTRUCTION	COLOR	WIDTH	QUANTITY	DESCRIPTION	PRICE
8479		75% Str. nylon 25% rayon	blk		3 yards		\$445.65
DOH48/1		100% cotton	white		3 yards		\$
19107		61% nylon 39% rayon 135 pan African	white		3 yards		\$5.75-6.05

ORIGINAL

1. Strict conformity with all terms is required. None of the terms may be varied or changed, nor any of the provisions waived, except in a writing signed by an authorized representative of the Buyer.
2. In addition to any other method of acceptance, Seller's acceptance of the goods shall be evidenced by the signature of the Seller on the invoice and packing slip.
3. Timely delivery without grace is of the essence of the contract.
4. Any delay in shipping samples shall constitute a breach by Seller.
5. (a) Where more than one delivery date is specified, the order, or where there is more than one delivery date, failure to deliver all earlier deliveries on or before the last delivery date shall constitute a breach of contract. (b) Where more than one delivery date is specified, the order, or where there is more than one delivery date, failure to deliver all earlier deliveries on or before the last delivery date shall constitute a breach of contract.
6. Terms of Seller's order, shipment or approval which are not identical with the terms of the purchase order are not binding upon Buyer.
7. Seller assumes risk of loss for goods in transit.
8. Buyer and Seller agree that any disputes arising between them shall be subject to the jurisdiction of the courts of the State of California, and further agree that in such disputes, no waiver of any claim for consequential damages shall be enforceable.
9. Seller warrants that the manufacture, sale and shipment of the goods and all labels affixed thereto and performance of any services included herein have at all times been in conformity and compliance with the Federal Labor Standards Act, and with all other applicable federal, state and local laws, regulations and orders.
10. Seller shall furnish information to Buyer for the labeling of wearing apparel to be manufactured from the goods purchased.
11. Seller warrants that reasonable and representative tests have been performed in accordance with procedures set forth in the Flammable Fabrics Act, and that the goods are not so highly flammable as to be dangerous when worn as wearing apparel.
12. All shipments consisting of rolls must have packing slip included with shipment which references the purchase order number and group and/or division.
13. All cartons must be marked with the purchase order number and group and/or division.